

PROFESSIONAL SERVICES AGREEMENT
[Video Management and Surveillance Software and Maintenance Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2021 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and SIEMENS INDUSTRY, INC., a California corporation (“Contractor”), who agree as follows:

1. Services.

a. Subject to the terms and conditions set forth in this Agreement, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) Contractor’s Proposal dated June 24, 2021, attached as Exhibit “A” and incorporated herein.

b. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of work and fully understands the difficulties and restrictions in performing the work. The work which is the subject of this Agreement is not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. The work shall be performed in conformity with the RFP plans and specifications and the Contractor’s Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

c. Mike Dering, Information Technology Project Manager (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of work hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its work hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all work performed under this Agreement during the Initial Term, shall not exceed ONE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS and 64/100 (\$168,367.64) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled work is completed, Contractor shall submit to City an invoice for the work completed, authorized expenses and authorized extra work actually performed or incurred in accordance with the Schedule of Costs attached as Exhibit "A" and incorporated herein.

b. All such invoices shall state the basis for the amount invoiced, including work completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra work caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited

to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Term and Time of Completion.** The Term of this Agreement commences on June 1, 2021 and terminates on September 21, 2023. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement on June 1, 2021, and diligently prosecute completion of the work as agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or

corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.b.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.d.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall

be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Siemens Industry, Inc.
6141 Katella Avenue
Cypress, CA 90630
Attn.: Adam Harrold

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Mike Dering

Telephone: (714) 454-6804
E-Mail: adam.harrold@siemens.com

Telephone: (714) 744-2285
E-Mail: mdering@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

SIEMENS INDUSTRY, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Mark A. Murphy, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:** City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

EXHIBIT “A”

SCOPE OF WORK

Siemens Proposal Dated June 24, 2021

PROPOSAL

City of Orange Fire Station

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

City of Orange Fire Station

DELIVERED ON

June 29, 2021



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Contact Information

Proposal #:	5965634
Date:	June 29, 2021

Sales Executive:	Diego Velez
Branch Address:	6141 Katella Ave Cypress, CA 90630
Telephone:	657-465-8464
Email Address:	velez.diego@siemens.com

Customer Contact:	Mike Dering
Customer:	City of Orange Fire Station
Address:	300 E Chapman
	Orange CA 92866

Scope of Work

Siemens respectfully submit this Statement of Work and Pricing proposal for Orange Fire Station No.1 Headquarters. Siemens has utilized the following documentation for preparation of SOW and Pricing:

- E1-1 - TRIAD REVIEW E1-Site Plan
- E2-5 - TRIAD REVIEW HQ
- E2-6 - TRIAD REVIEW FS#1

Siemens to provide a "Parts and Smarts" Genetec Access Control and Video Management Solution. All cabling, including all consumables such as Patch Panel, Conduit, J-Hooks and Stiffy Rods to be furnished and installed by others. Siemens will mount and terminate field and headend devices. Siemens will perform basic Genetec programming, system and commissioning. Below is a detailed scope of work:

Video Surveillance

1. Siemens to furnish and install (23) IP cameras, per the drawings and specifications.
2. Siemens to provide basic programming of (23) new IP cameras into existing City NVR (Archiver 8) at 1080p @ 8 fps, continuous, 366 days.
 1. Recording of new cameras to be configured into the existing City NVR (Archiver 8).
3. Siemens to furnish and install a POE Switch at CEC parking lot.
4. Siemens shall provide a project manager, and field specialist for installation and commissioning of described systems.

Access Control

1. Siemens to furnish and install (3) Genetec Access Control Panel in designated location for access control purposes.
2. Siemens to furnish and install (21) card readers/keypads at the designated location per the drawings and specifications.
3. Siemens to furnish and install (21) door contacts, per the drawings and specifications.
4. Siemens to furnish and install (2) long range readers for vehicles at designated locations.
 1. Long range readers to be mounted on wall near gate controller.
5. Siemens to provide basic programming for card readers, door contacts, keypad readers and long range readers.
6. Siemens to furnish (2) dual height stanchions.
7. Siemens shall provide a project manager and field specialist for installation and commissioning of the described systems.

Inclusions

1. Sales Tax (if tax exempt please provide tax exempt certification)
2. Freight
3. System Commissioning and Final Pretest
4. Price is based on A-CAD disks of the project being supplied to us by others

Exclusions

1. Vehicle transponders for long range readers to be excluded from this proposal.
2. Siemens excludes cabling and conduit as a part of this scope of work.
3. Pole and flex conduit to be provided by others.
4. Installation of dual height stanchions foundation and mounting to be excluded.
5. All lock hardware, to be provided by others.
6. Provision or installation of wire, fiber, electrical distribution components, trenching, conduit and boxes to be excluded.
7. Cutting, painting and patching.
8. Dedicated Telephone lines, network connectivity or monitoring services for systems listed above.
9. 120 VAC connections and supply to be done by others as required.
10. Performance or Payment bonds to be excluded.
11. Costs associated with schedule acceleration, project meetings, multiple trips onsite due to incompleteness of others, or multiple unplanned phases.
12. Gates, motors and ground loop devices, to be provided by others.

Clarifications

1. Siemens Service Agreement details on the following pages.
2. Siemens to only furnish and install (1) POE Switch (CEC Parking Lot)
3. Upon award of contract to Siemens Industry, Inc. we require the 100% Contract drawings in ACAD format for purposes of preparing shop drawings.
4. Siemens will furnish material cut sheets for submittal, for Siemens provided materials.
5. Siemens will furnish system shop drawings for areas and schematics affected by new equipment.
6. Pricing includes project management for the duration of the tentative project schedule.
7. Pricing includes one (1) year warranty on materials and labor.
8. Materials pricing is for the extent of the tentative project schedule.
9. Requires City provided Electrician to provide and terminate 120 VAC circuit power to Siemens provided and installed panels.
10. Work is assumed to be completed during normal business hours Monday – Friday (7am-5pm).
11. Pricing includes standard ground shipping.

Material List

Base Scope

Qty	ID	Description
3	SY-LP1502	Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)
13	SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)
3	FPO150-B100D8PM8NL4E6M	POWER SUPPLY BOARD 150W, 12A/12V OR 6A/24V SECONDARY VOLTAGE POWER
180	ADV-CAM-E-1M	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera – 1 Month
252	ADV-RDR-P-1M	Genetec™ Advantage for 1 Synergis™ Pro Reader – 1 month
1	USW-24-PoE	Ubiquiti Switches
21	195-12-W	Door Contact- Recessed 3/4" Steel Door/DPDT
4	01500-001	P3719-PLE NETWORK CAMERA IS A COMPACT 15-MEGAPIXEL CAMERA WITH FOUR VARIFOCAL LENSES
3	01598-001	AXIS P3248-LVE is a robust, outdoor-ready fixed dome that delivers brilliant 4K resolution in any light.
4	01592-001	AXIS P3245-LV DOME CAMERA, 1080P VF LENS, FORENSIC, ZIPSTREAM, IK10
7	01593-001	AXIS P3245-LVE DOME CAMERA, 1080P VF LENS, FORENSIC, ZIPSTREAM, IK10
5	01596-001	P3247-LVE DN DOME, IK10 OUT VF 3-8MM BUILT-IN IR, LF 2.0 5MP@30FPS W/WDR
23	GSC-OM-E-1C	1 camera connection
2	S3S41272/42	(1) S3S41272/42, Dual height style 4 pedestal. Arm heights at 42" and 72" with 12" arm lengths, white or black, \$560.00.
2	H101006	H101006, 10"H X 10"W X 6"D steel housing with hole patterns for an RP40 reader and IX-DV intercom, white or black, \$325.00 each.
2	MCH5375/LED	Acrylic adapter Model MCH5375/LED
2	4-002	Encompass 4 Reader
2	54-1620-001	Encompass 4 Wall Mount Bracket
21	SY-40KNKS-00-000000	HID Signo 40K reader, Wall mount w/Keypad,
2	RBSNP	Relay Module, 12/24VDC, DPDT Contacts @ 1A - 120VAC or 2A - 28VDC, Polarized
1	A36R3610HCR	Hinge-Cover, Medium, Type 3R
1	PWR-IE240W-PCAC-L=	240W AC to DC power supply
1	IE-1000-8P2S-LM	Industrial Ethernet 1000 Series, 8 Port Gb PoE+, 2 SFP, 48V Input
1	FPO75-B100M8NL4E4M	POWER SUPPLY BOARD 75W, 2A/12V AND 2A/24V

Service Agreement

As a part of this proposal, Siemens recommends that the City of Orange adds a service agreement to extend the life time of the newly installed security equipment. Year 1 of the service agreement has already been provided in the following pages. Below is a detailed scope of work:

Siemens shall provide the City of Orange Fire Station with Preventative Maintenance services. This document shall serve as the Statement of Work (SOW) and describe services, expectations, inclusions, exclusions and the investment summary.

Year 1-

Services agreement shall provide Software Maintenance Agreements for the following applications:

- Genetec Software Maintenance Agreement- Covered in initial procurement of Genetec Licenses

Siemens shall provide the following services:

1. **Annual** Preventative Maintenance
2. Comprehensive Repair and Replace- Year 1 Covered under Siemens Warranty

Preventative Maintenance

Siemens shall provide **annual** preventative maintenance on all siemens provided access control and video surveillance equipment. Based on any abnormal findings, Siemens technicians will be authorized to replace parts or alter settings and programming to optimize the systems.

Siemens shall provide cleaning of both access control and video management field and headend devices. Siemens to run reports annual report of both access control and video management system. Cleaning camera domes (especially exterior), running camera reports will be conducted during the preventative maintenance visit. System Configuration, Archiver Report, Back-up system configuration will all be a part of the report Siemens technicians conduct.

City of Orange- Fire House

Services	Semi- Annual Preventative Maintenance, Comprehensive Repair and Replace.
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Device	QTY
Cameras	23
Card Reader	19
Keypad Readers	2
Long Range readers	2

Clarifications and Exclusions-

- Archiver 8 assessment- Siemens storage calculations found that with the cameras retention settings of 1080p @ 8 fps, continuous, 366 days the City would use about 91 TB which leaves 105 TB open for further expansion. This is only an estimate and may vary depending on scene activity. Things such as moving trees, flags, moving vehicles, etc are examples of things that could affect this estimate.
- Siemens pricing assumes execution of preventative maintenance and cleaning services to be performed during normal business hours.
- Siemens excludes all equipment not explicitly stated in this scope of work.
- Siemens excludes all foliage control, as may be required for radio communication.
- Siemens excludes all traffic control, as may be required for traffic and street light cameras.
- All permits and submittals to city, or local AHJ, are by others and excluded from this scope of work.
- Siemens requires signed agreement or acceptable client Purchase Order, prior to all work commencement, including parts acquisition or project mobilization.
- Pricing and SOW is based on current system configuration and architecture. Additions to system shall be addressed annually upon program anniversary.

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates. Service Program Details are shown below and our Standard rates and preferred customer rates are documented on the next page.

Service	Frequency/Time	Plan
Emergency Response Time-	4 hour response time	Included
Response time- for non-emergency	8 hour response time	Included
Hours of Service	Monday- Friday 8:00 AM - 5:00 PM	Included
Hours Outside of 8-5, M-F	After hours, weekends and Holidays	Included
Response Window	24x7	Included
Repair and Replace	As Needed	Included
Preventative Maintenance	Semi-Annually	Included
Genetec	Software Support Agreement Coverage	Included

3 year term starts from date of completion and acceptance

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.

**Siemens Industry Inc.
Preferred Customer Work Authorization**

(Revision 02/18/2021)

I authorize Siemens Industry, Inc., located at the following address:
6141 Katella Ave. Cypress, CA 90630 (800-806-0886 Tel; 877-797-8858 Fax)
to perform billable, time and material, service repairs at the below listed facility:

NOTIFICATION # _____
DESCRIPTION: _____

SITE NAME: _____
SITE ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE/FAX: _____
EMAIL: _____
SITE CONTACT/TITLE: _____

Is Prevailing Wage required for on-site billable work? Please check one: yes no
(Note: If an Intent is required provide ID number - services are subject to a \$40-per form-admin fee)
Is Certified Payroll required? Please check one: yes no

I, _____, acknowledge that the time and material charges, for billable services, will be at the following rates:

Labor Type Preferred Customer	(per hr.) 02/1/2021 – 02/1/2022		
	Normal Hours	Evenings and/or Saturday	Sundays and/or Holidays
Automation Specialist	\$236.00	\$354.00	\$472.00
Energy Engineer	\$287.00	\$431.00	\$574.00
HVAC Mechanic	\$165.00	\$248.00	\$330.00
Fire Sprinkler Fitter	\$236.00	\$354.00	\$472.00
Fire Specialist	\$183.00	\$275.00	\$366.00
Security Specialist	\$226.00	\$339.00	\$452.00
Electrician	\$150.00	\$225.00	\$300.00

Truck/Vehicle Fee: **\$95.00/per visit**
Consumable Fee: **\$31.75 (Applied when parts are installed or replaced)**
Digital Technology Fee: **\$25.00 (Only charged on Remote Service calls)**

Please Note: A minimum service charge equal to 2 hours of labor at the appropriate rate will apply to all on-site service requests for all customers. A minimum charge equal to 2 hours of labor at the appropriate rate will apply to all on-line service requests.

BILLING NAME: _____
BILLING ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE/FAX: _____
EMAIL: _____
BILLING CONTACT/TITLE: _____

Payment Terms: COD/Credit Cards/Net 30 days-If paying by CC please include contact information.

PO/Reference # _____

Signature (required) _____ Date _____

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Diego Velez – **Security Account Executive** –**velez.diego@siemens.com** manages the overall strategic service plan based upon your current and future service requirements.

Jonathan So – **Client Services Manager** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Carlos Black - **Primary Service Specialist** is responsible for performing the ongoing service of your system.

Joseph James - **Secondary Service Specialist** who will be familiarized with your building systems to provide in-depth backup coverage.

Darren Chen - **Service Operations Manager** is responsible for managing the delivery of your entire support program and service requirements.

Connie Hernandez - **Service Coordinator** is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Josie Bade - **Service Administrator** is responsible for all service invoicing including both service agreement and service projects.

Michelle Wilson - **Security Sales Manager** is available for escalation.

Pricing Breakout

Pricing:

Material	\$80,745.35
Labor	\$74,538.71
Tax	\$4,461.79
Total	\$159,745.85

Service Agreement Year 1

Service Agreement Year 1	\$8,621.79
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Total	\$168,367.64
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Pricing Summary

Pricing Summary	Sell Price
Total Quote Price	\$168,367.64

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$168,367.64 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of June 29, 2021. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$168,367.64

Terms & Conditions Link(s)

Terms and Conditions (Click to download)
Terms & Conditions (Projects) (http://go.siemens.net/15156302)
Terms & Conditions (Products Only) (http://go.siemens.net/15492770)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)
SI Mass Notification Rider (www.siemens.com/download?A6V10946167)
SI Monitoring Rider (www.siemens.com/download?A6V10946171)
SI Online Backup and Data Protection (www.siemens.com/download?A6V10946174)
SI Software License Warranty (www.siemens.com/download?A6V10946180)
SI Consulting Rider (www.siemens.com/download?A6V10946838)
SI Shooter Detection System Rider (http://go.siemens.net/33327137)
SI Thermal Camera Rider (http://go.siemens.net/30872411)

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Diego Velez

Name

5965634

Proposal #

\$168,367.64

Proposal Amount

June 29, 2021

Date

Accepted by:

City of Orange Fire Station

Company

Name (Printed)

Signature

Title

Date

Purchase Order #